

A736646



KASHIF HAZA STAMP VENDOR
LICENCE NO. 04 G-14, Spanish Homes
Phase-4 D.H.A., Karachi.

S.no Date

Issued To With Address.....

Through With Address.....

Purpose.....

Value Rs..... Attached.....

Stamp Vendors Sindh Mass Transit Authority (SMTA) constituted under act by the provincial assembly and assented by
~~NOT USE FOR FREE WILL IN CHARGE OF SMTA~~

The Government of Sindh, having its office at **Bungalow No-20, street No-9, Khayaban-e-Shamsheer,
Phase-V, DHA, Karachi**, hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART.

30 JUN 2020

SECURITY SERVICES AGREEMENT

This Agreement made at Karachi on this 30th day of June 2020

AND

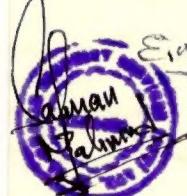
M/s Al-Khalid Security Services Private Ltd. having its office at **C-25-E, Khayaban-e-Jami, Phase-II, Ext: Karachi**. A company in corporate under the company ordinance 1984, hereinafter called the security company of the referred to as "the Company" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

Whereas;

- i. The Sindh Mass Transit Authority, SMTA is desirous for acquiring professional security services ("Services") for safe custody of 21-Garden Ex-SRTC/KTC Bus Stand 0.27 acres, newly constructed command and control center, which are the properties of Transport and Mass Transit Department, Government of Sindh and other properties of Sindh Mass Transit Authority on need basis.
- ii. The Security Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the SMTA.
- iii. The Security Company has agreed to provide the services of guards and the SMTA has agreed to engage the Security Company for the Services in accordance with the terms and conditions set forth in this Agreement.
- iv. Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration;

Eight This Agreement will become effective as of **15-04-2020**, and will remain in effect for a period of ~~three (months)~~ (the "Term") from the date when this agreement became effective or until terminated in accordance with Clause 6 of this Agreement.



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KASHIF KAZA STAMP VENDOR 30 JUN 2020

LICENCE NO. 02 G-14, Sargan Homes

Phase-I, D.H.A, Karachi

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase "the Term" shall refer to the entire term of this Agreement.

Stamp Vendor's Signature: *[Signature]*

Date: 30/06/2020

Stamp Vendor's Name: *[Signature]*

Stamp Vendor's Address: MC/8309/Khi

Value Rs.

Stamp Vendor's Signature: *[Signature]*

Date: 30/06/2020

Stamp Vendor's Name: *[Signature]*

Stamp Vendor's Address: MC/8309/Khi

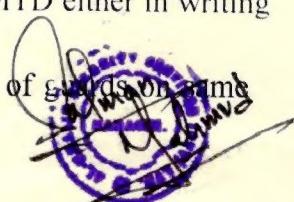
2. Personal Attributes of Security Guard;

The Security Company shall make sure that the suitable guard:

- I. Be trained, active, and also medically fit.
- II. Have at least middle level school education.
- III. Be aged between 23-45 years.
- IV. Must have well maintained arms.

3. Services;

- i. The Security Company shall provide well trained Three (03Nos.) to SMTA from 15-04-2020 security guards may be deputed at 21-Garden Ex-SRTC/KTC Bus Stand 0.27 acres, newly constructed command and control center and other properties of Transport and Mass Transit Department and Sindh Mass Transit Authority on need basis who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the SMTA, the security service shall supervise the Security guards deputed at the premises at all the time.
- ii. Each guard will be deputed for 12 hours in morning or evening shift and on the instructions of SMTA and shall provide complete security arrangements and protection of the said premises round the clock.
- iii. The security guards shall check all the vehicles and personnel entering into and going out of the said premises as per the instructions issued by the employer's representative from time to time and shall maintain proper record of the vehicles and personnel coming and going out of the premises.
- iv. The security company and its deputed guards shall ensure that the security guards should maintain perfect discipline and behavior and do not in any manner cause any interference, annoyance, nuisance to management of the employer or its works.
- v. The security company at its own expenses shall provide security guards with necessary uniform, arms, outfit, etc. required for the effective discharge of security Services to the employer.
- vi. The security company shall not disclose to a third party any information regarding the security arrangement of the SMTA, TMTD including but not limited to the assignment instructions, schedules and other subsequent agreements entered into with the SMTA, TMTD either in writing or verbally.
- vi (a) The Employer may ask security services to reduce or increase the number of guards on time rates on need basis.



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KASHIF WAHYD S. The security company shall be responsible to depute alternate security guard at the Premises with LICENCE NO. U.G.C. SUPERIOR HOME
immediate effect in substitution of security guard who is dismissed by the Security Company or
rejected by the SMTA, TMTD for any reason or whatsoever against unsatisfactory performance.

Through with Annexure..... The security company agrees and undertakes that the security services provided by the security
guard shall be to the satisfaction of the employer and the company will make it clear to the
security guards that they are employees of the security company and they shall have no claims
(NOT USE FOR FREE WILL AGAINST THE EMPLOYER) against the employer and the employer shall not be liable to wages, salary, compensation and any
statutory benefits to the security guards under the labour law and other legislation. The Security
Company shall be responsible for providing such amenities to its employees admissible under the
law/rules/service conditions.

- ix. The Security Company shall obtain license, if any, required under the local or central laws for providing security services to the employer.
- x. The employer shall also be entitled to supervise the services provided by the security company and if the conduct, behavior and performance of security guard found unsatisfactory at any time, the employer may issue directions to the company to immediately recall the particular person and substitute him by another and the company shall comply with such directions issued by the employer forthwith.
- xi. The stamp duty to on this agreement shall be borne by the security company as per applicable laws.

4. Payments;

- i. The employer shall pay the monthly payment to Security Company against three guards on approved rate i.e. **Rs.30,030 (Thirty Thousand and Thirty Rupees only)** per guard per month, the total contract amount for eight months is **Rs.720,720 (Seven Hundred Twenty Thousand & Seven Twenty only)**.
- ii. All applicable taxes as per government rules will be deducted by the Accountant General office (AG), Government of Sindh from the invoice of Security Company and remaining payment will be paid to Security Company.
- iii. The employer shall not make any payment to the security guards and payment will be made to the company only.
- iv. The payment shall be made by the SMTA within twenty (20) working days of the receipt of invoice from the Security Company.

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KASHIF MAZA STAMP VENDOR 30 JUN 2020

LICENCE NO. 56 Force Majeure Agreements

Page No. 1 Q.H.A., KARACHI.

The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinbefore defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

- ii. "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- iii. If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other party.

6. Termination;

- i. The Sindh Mass Transit Authority may terminate this Agreement if the Security Company fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the SMTA. Upon the termination of contract, the employer may take legal action against the firm and may send the case for the cancellation of the registration as per government rules/regulation.
- ii. The Security Company may terminate this Agreement if the SMT A fails to make payments in accordance with this Agreement. Provided that the termination of this Agreement shall not;
 - a) Relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
 - b) Because either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

7. Dispute Resolution/Arbitration;

- i. The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.



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If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator appointed with mutual consent of both parties unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claims and demands to which it intends to initiate action.

The place of arbitration shall be at Karachi, the arbitration shall be governed by the Arbitration Act, and the language of the arbitration shall be English.

8. Confidentiality;

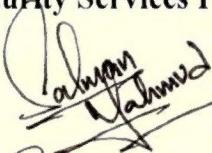
- The Security Company undertakes and shall ensure complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its activity/ information. The Security Company shall not disclose any such information to any person or allow utilization of the same in any manner by any person.
- The Security Company shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Commission or which the Security Company or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

SIGNATORIES TO THE AGREEMENT

On Behalf Of M/S

Al-Khalid Security Services Pvt. Ltd

Signature




Name

Salman Mahmud.

Designation
Director
Date

Managing Director

Signature



Name

RAO KHALID

Designation

OPERATIONS MANAGER.

On Behalf Of SMTA



Ghulam Haider
Managing Director, SMTA.
20 June, 2020

WITNESS

Signature



Name

Hashir Ali

Designation

Deputy Director - Contracts
20 June, 2020